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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JOSHUA HATFIELD, an individual,

Plaintiff,

v.

LOS ANGELES POLICE
DEPARTMENT, a public entity; CITY
OF LOS ANGELES, a public entity;
JUSTIN FREUND, an individual;
JENNIFER ALVAREZ, and DOE 1
through 10, individually;

Defendants.

CASE NO. 2:24-cv-05076-SRM-AGR
Hon. Serene R. Murillo; Santa Ana - Ctrm. 9B
Hon. Mag. Alicia G. Rosenberg; Roybal – Ctrm.
550

STIPULATED PROTECTIVE ORDER

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1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

B. GOOD CAUSE STATEMENT

This action is likely to involve confidential information pertaining to personnel records and other materials subject to privacy protections for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Limiting disclosure of these documents to the context of this litigation as provided herein will, accordingly, further important law enforcement objections and interests, including the safety of personnel and the public, as well as individual privacy rights of plaintiffs, the individual defendants, and third parties. Such confidential materials and information consist of, among other things, materials entitled to privileges and/or protections under the following: United States Constitution, First Amendment; the California Constitution, Article I, Section 1; California Penal Code §§ 832.5, 832.7 and 832.8; California Evidence Code §§ 1040 and 1043 et. seq; the Privacy

1 Act of 1974, 5 U.S.C. § 552; Health Insurance Portability and Accountability Act of
2 1996 (HIPPA); the right to privacy; decisional law relating to such provisions; and
3 information otherwise generally unavailable to the public, or which may be privileged
4 or otherwise protected from disclosure under state or federal statutes, court rules, case
5 decisions, or common law. Defendant also contends that such confidential materials and
6 information consist of materials entitled to the Official Information Privilege.

7 Confidential information with respect to the Defendant and/or its employees may
8 include but is not limited to: personnel files; internal investigative files and documents;
9 email and written correspondence records; and policies and procedures that are kept
10 from the public in the ordinary course of business, as well as other information that is
11 not generally available to the public and is subject to the Official Information Privilege
12 and other privileges. Confidential information with financial records; email and written
13 correspondence records; video footage and/or photographs of the incident; and
14 psychological and medical notes, evaluations, reports, and treatment plans.

15 Testimony taken at a deposition may be designated as Confidential by making a
16 statement to that effect on the record at the deposition. Arrangements shall be made
17 with the court reporter transcribing the deposition to separately bind such portions of
18 the transcript containing information designated as Confidential, and to label such
19 portions appropriately. Confidential photographs, video or audio footage obtained
20 through the course of discovery or otherwise may not be used for any purpose other
21 than litigating this lawsuit. The parties agree to refrain from directly or indirectly
22 disclosing or publicly disseminating confidential deposition testimony, and/or
23 photographs, video or audio footage obtained through the course of discovery or
24 otherwise, specifically including, but not limited to, dissemination via billboard
25 advertisements, print and online media organizations, or any other internet posting or
26 social media. If any party intends to use such confidential materials for any purpose
27 other than litigating this lawsuit, the party seeking public disclosure must first seek
28 approval from the Court.

1 In light of the nature of the claims and allegations in this case and the parties’
2 representations that discovery in this case will involve the production of confidential
3 records, and in order to expedite the flow of information, to facilitate the prompt
4 resolution of disputes over confidentiality of discovery materials, to adequately protect
5 information the parties are entitled to keep confidential, to ensure that the parties are
6 permitted reasonable necessary uses of such material in connection with this action, to
7 address their handling of such material at the end of the litigation, and to serve the ends
8 of justice, a protective order for such information is justified in this matter. The parties
9 shall not designate any information/documents as confidential without a good faith
10 belief that such information/documents have been maintained in a confidential, non-
11 public manner, and that there is good cause or a compelling reason why it should not be
12 part of the public record of this case.

13
14 2. DEFINITIONS

15 2.1 Action: *Joshua Hatfield v. City of Los Angeles, et al.*; United States Central
16 District Court Case No.: 2:24-cv-05076-SRM-AGR.

17 2.2 Challenging Party: a Party or Non-Party that challenges the designation of
18 information or items under this Order.

19 2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it
20 is generated, stored or maintained) or tangible things that qualify for protection under
21 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
22 Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
24 support staff).

25 2.5 Designating Party: a Party or Non-Party that designates information or
26 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

27 2.6 Disclosure or Discovery Material: all items or information, regardless of the
28 medium or manner in which it is generated, stored, or maintained (including, among

1 other things, testimony, transcripts, and tangible things), that are produced or generated
2 in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
5 expert witness or as a consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this Action.
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a party to
12 this Action but are retained to represent or advise a party to this Action and have
13 appeared in this Action on behalf of that party or are affiliated with a law firm which has
14 appeared on behalf of that party, and includes support staff.

15 2.11 Party: any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation support
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
23 their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is designated
25 as "CONFIDENTIAL."

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
27 from a Producing Party.

28 ///

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected
3 Material (as defined above), but also (1) any information copied or extracted from
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
5 Material; and (3) any testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial
8 judge. This Order does not govern the use of Protected Material at trial.

9
10 4. DURATION

11 Once a case proceeds to trial, any information that was designated as confidential
12 or privileged pursuant to this protective order which is published or admitted at trial,
13 becomes public and will be presumptively available to all members of the public,
14 including the press, unless compelling reasons supported by specific factual findings to
15 proceed otherwise are made to the trial judge in advance of the trial. See Kamakana v.
16 City and County of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing
17 “good cause” showing for sealing documents produced in discovery from “compelling
18 reasons” standard when merits-related documents are part of court record). Accordingly,
19 the terms and protections of this protective order extend beyond the commencement of
20 the trial only as to any confidential information or privileged information that was not
21 published or disclosed at trial. For all items not published or admitted at trial, the
22 confidentiality obligations imposed by this Order shall remain in effect until a
23 Designating Party agrees otherwise in writing or a court order otherwise directs.

24
25 5. DESIGNATING PROTECTED MATERIAL

26 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each
27 Party or Non-Party that designates information or items for protection under this Order
28 must take care to limit any such designation to specific material that qualifies under the

1 appropriate standards. The Designating Party must designate for protection only those
2 parts of material, documents, items, or oral or written communications that qualify so
3 that other portions of the material, documents, items, or communications for which
4 protection is not warranted are not swept unjustifiably within the ambit of this Order.

5 Mass, indiscriminate, or routinized designations are prohibited. Designations that
6 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
7 to unnecessarily encumber the case development process or to impose unnecessary
8 expenses and burdens on other parties) may expose the Designating Party to sanctions.

9 If it comes to a Designating Party's attention that information or items that it
10 designated for protection do not qualify for protection, that Designating Party must
11 promptly notify all other Parties that it is withdrawing the inapplicable designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided in this
13 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
14 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
15 must be clearly so designated before the material is disclosed or produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic documents,
18 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
19 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
20 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
21 portion or portions of the material on a page qualifies for protection, the Producing Party
22 also must clearly identify the protected portion(s) (e.g., by making appropriate markings
23 in the margins).

24 A Party or Non-Party that makes original documents available for inspection need
25 not designate them for protection until after the inspecting Party has indicated which
26 documents it would like copied and produced. During the inspection and before the
27 designation, all of the material made available for inspection shall be deemed
28 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants

1 copied and produced, the Producing Party must determine which documents, or portions
2 thereof, qualify for protection under this Order. Then, before producing the specified
3 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page
4 that contains Protected Material. If only a portion or portions of the material on a page
5 qualifies for protection, the Producing Party also must clearly identify the protected
6 portion(s) (e.g., by making appropriate markings in the margins).

7 (b) for testimony given in depositions that the Designating Party identify the
8 Disclosure or Discovery Material on the record, before the close of the deposition all
9 protected testimony.

10 (c) for information produced in some form other than documentary and for any
11 other tangible items, that the Producing Party affix in a prominent place on the exterior
12 of the container or containers in which the information is stored the legend
13 “CONFIDENTIAL.” If only a portion or portions of the information warrants protection,
14 the Producing Party, to the extent practicable, shall identify the protected portion(s).

15 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure
16 to designate qualified information or items does not, standing alone, waive the
17 Designating Party’s right to secure protection under this Order for such material. Upon
18 timely correction of a designation, the Receiving Party must make reasonable efforts to
19 assure that the material is treated in accordance with the provisions of this Order.

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation
23 of confidentiality at any time that is consistent with the Court’s Scheduling Order.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
25 resolution process under Local Rule 37.1 et seq.

26 6.3 The burden of persuasion in any such challenge proceeding shall be on the
27 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
28 to harass or impose unnecessary expenses and burdens on other parties) may expose the

Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
2 to whom disclosure is reasonably necessary for this Action and who have signed the
3 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (g) the author or recipient of a document containing the information or a
5 custodian or other person who otherwise possessed or knew the information;

6 (h) during their depositions, witnesses, and attorneys for witnesses, in the
7 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
8 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not
9 be permitted to keep any confidential information unless they sign the

10 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
11 by the Designating Party or ordered by the court. Pages of transcribed deposition
12 testimony or exhibits to depositions that reveal Protected Material may be separately
13 bound by the court reporter and may not be disclosed to anyone except as permitted
14 under this Stipulated Protective Order; and

15 (i) any mediator or settlement officer, and their supporting personnel, mutually
16 agreed upon by any of the parties engaged in settlement discussions.

17
18 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
19 OTHER LITIGATION

20 If a Party is served with a subpoena or a court order issued in other litigation that
21 compels disclosure of any information or items designated in this Action as
22 “CONFIDENTIAL,” that Party must:

23 (a) promptly notify in writing the Designating Party. Such notification shall
24 include a copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or order to
26 issue in the other litigation that some or all of the material covered by the subpoena or
27 order is subject to this Protective Order. Such notification shall include a copy of this
28 Stipulated Protective Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be pursued by
2 the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with the
4 subpoena or court order shall not produce any information designated in this action as
5 “CONFIDENTIAL” before a determination by the court from which the subpoena or
6 order issued, unless the Party has obtained the Designating Party’s permission. The
7 Designating Party shall bear the burden and expense of seeking protection in that court
8 of its confidential material and nothing in these provisions should be construed as
9 authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive
10 from another court.

11
12 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO
13 BE PRODUCED IN THIS LITIGATION

14 (a) The terms of this Order are applicable to information produced by a Non-
15 Party in this Action and designated as “CONFIDENTIAL.” Such information produced
16 by Non-Parties in connection with this litigation is protected by the remedies and relief
17 provided by this Order. Nothing in these provisions should be construed as prohibiting a
18 Non-Party from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to produce
20 a Non-Party’s confidential information in its possession, and the Party is subject to an
21 agreement with the Non-Party not to produce the Non-Party’s confidential information,
22 then the Party shall:

23 (1) promptly notify in writing the Requesting Party and the Non-Party
24 that some or all of the information requested is subject to a confidentiality agreement
25 with a Non-Party;

26 (2) promptly provide the Non-Party with a copy of the Stipulated
27 Protective Order in this Action, the relevant discovery request(s), and a reasonably
28 specific description of the information requested; and

1 (3) make the information requested available for inspection by the Non-
2 Party, if requested.

3 (c) If the Non-Party fails to seek a protective order from this court within 14
4 days of receiving the notice and accompanying information, the Receiving Party may
5 produce the Non-Party's confidential information responsive to the discovery request. If
6 the Non-Party timely seeks a protective order, the Receiving Party shall not produce any
7 information in its possession or control that is subject to the confidentiality agreement
8 with the Non-Party before a determination by the court. Absent a court order to the
9 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
10 court of its Protected Material.

11
12 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
14 Protected Material to any person or in any circumstance not authorized under this
15 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
16 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
17 all unauthorized copies of the Protected Material, (c) inform the person or persons to
18 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
19 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"
20 that is attached hereto as Exhibit A.

21
22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain
25 inadvertently produced material is subject to a claim of privilege or other protection, the
26 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
27 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
28 may be established in an e-discovery order that provides for production without prior

1 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
2 parties reach an agreement on the effect of disclosure of a communication or information
3 covered by the attorney-client privilege or work product protection, the parties may
4 incorporate their agreement in the stipulated protective order submitted to the court.
5

6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
8 person to seek its modification by the Court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this
10 Protective Order no Party waives any right it otherwise would have to object to
11 disclosing or producing any information or item on any ground not addressed in this
12 Stipulated Protective Order. Similarly, no Party waives any right to object on any ground
13 to use in evidence of any of the material covered by this Protective Order.

14 12.3 Filing Protected Material. A Party that seeks to file under seal any Protected
15 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
16 under seal pursuant to a court order authorizing the sealing of the specific Protected
17 Material at issue. If a Party's request to file Protected Material under seal is denied by
18 the court, then the Receiving Party may file the information in the public record unless
19 otherwise instructed by the court.
20

21 13. FINAL DISPOSITION

22 After the final disposition of this Action, as defined in paragraph 4, within 60 days
23 of a written request by the Designating Party, each Receiving Party must return all
24 Protected Material to the Producing Party or destroy such material. As used in this
25 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
26 summaries, and any other format reproducing or capturing any of the Protected Material.
27 Whether the Protected Material is returned or destroyed, the Receiving Party must
28 submit a written certification to the Producing Party (and, if not the same person or

entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: April 2, 2025

LAW OFFICES OF HUMBERTO GUIZAR

By: /s/
Humberto Guizar

Attorney for Plaintiff, JOSHUA HATFIELD

DATED: April 2, 2025

**LAW OFFICES OF CHRISTIAN
CONTRERAS
A PROFESSIONAL LAW CORPORATION**

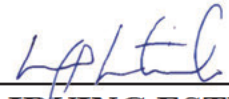
By: /s/
Christian Contreras, Esq.

Attorney for Plaintiff, JOSHUA HATFIELD

///

1 DATED: April 2, 2025

HYDEE FELDSTEIN SOTO, City Attorney
CORY M. BRENTÉ, Senior Asst. City Attorney

3 By: 
4 **IRVING ESTRADA**, Deputy City Atty.¹
5 *Attorneys for Defendants*, CITY OF LOS
6 ANGELES and LOS ANGELES POLICE
7 DEPARTMENT

8 DATED: April 2, 2025

REILY & JEFFERY, INC

9 By: /s/
10 Janine K. Jeffery, Esq.
11 *Attorney for Defendant*, JENNIFER
12 ALVAREZ


13 DATED: April 2, 2025

SERVIAM by WRIGHT LLC

15 By: /s/
16 Brian T. Chu, Esq.
17 *Attorney for Defendant*, JUSTIN FREUND

18
19 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

20
21 DATED: April 14, 2025


22 **HONORABLE ALICIA G. ROSENBERG**
23 United States Magistrate Judge

24
25
26
27 ¹ Pursuant to L.R. 5-4.3.4(a)(2)(i), I hereby attest that all signatories listed, and on
28 whose behalf the filing is submitted, concur in this filing's content and have authorized
this filing.

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California on
[date] in the case of _____ **[insert formal name of the case and the
number and initials assigned to it by the court]**. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment in
the nature of contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person or
entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
action. I hereby appoint _____ [print or type full
name] of _____ [print or type full address and
telephone number] as my California agent for service of process in connection with this
action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____